General Terms and Conditions of zub machine control AG
For business-to-business transactions

1. General provisions
   1.1 The legal relations between zub machine control AG ("zub") and the Purchaser in connection with supplies and/or services of zub (hereinafter referred to as "Supply" or "Supplies") shall exclusively be governed by these "General Terms and Conditions". Purchaser's general terms and conditions only shall apply to the extent that zub expressly consents to them in writing.

2. Warranty undertakings
   2.1 zub shall warrant exclusively that Supplies are new and unused at the time of passing of the risk, correspond to zub's standards and to agreed technical specifications, if any, and that during the warranty period the Supplies are free from defects which are due to defective components or defective and/or inferior processing by zub.

3. Liability
   3.1 Subject to the mandatory legal provisions and the ones expressly stated under clause 2 above, all rights and claims of the Purchaser against zub, its bodies, shareholders, employees, affiliates, agents or any persons with whom it performs its obligations, its subcontractors, suppliers and designees for whatever legal ground shall be excluded to the maximum extent permitted by applicable law, especially, but not limited to, claims based on loss of production, damage caused by delays, loss of use, loss of profit, damage to data or data storage media, costs for recovery of lost or damaged data, lost profits and other direct, indirect or consequential damage even if the possibility of such damage has been expressly pointed out to zub.

4. Prices, modification of contract, terms of payment
   5.1 Prices are ex works, excluding packaging and VAT in the respective monetary parity or material prices. They are subject to change at any time, particularly if (a) zub has to make adjustments to prices, modification of contract, terms of payment and/or any parts thereof or attributable to work which has been carried out in compliance with the requirements and specifications of the Purchaser, (b) with respect to prototypes, pre-production parts or test samples as well as (f) in the case of any defect or damage which is attributable to supply parts, tools or test provided or made available by the Purchaser or manufactured or procured by zub in accordance with the instructions of the Purchaser, the responsibility for the dimensional accuracy and the functionality of supply parts shall exclusively be borne by the Purchaser. Any defects recognised by zub will be notified to the Purchaser.

5. Unless otherwise agreed, invoices of zub shall be due for payment immediately. Payments are to be made to the bank account named by zub, without deduction of out-of-pocket expenses, taxes, charges, fees, customs and the like and any cash discount which has not been agreed upon. Payments shall only be deemed as effective when zub can dispose of the amount without restrictions. If the Purchaser has not effected payment by the due date, the Purchaser shall be entitled to deal with the tools at zub's discretion. Payments are to be made to the bank account named by zub, without deduction of out-of-pocket expenses, taxes, charges, fees, customs and the like and any cash discount which has not been agreed upon. Payments shall only be deemed as effective when zub can dispose of the amount without restrictions. If the Purchaser has not effected payment by the due date, the Purchaser shall be entitled to deal with the tools at zub's discretion.

6. Delivery items complained about must be sent to zub on request. As Supplies are replaced, replaced Supplies shall become the property of zub unless zub renounces the transfer of ownership.

7. Governing law and place of dispute
   7.1 Deliveries and disputes are subject to the substantive law of Switzerland and to the law of the canton of Zurich to the exclusion of the law of the conflict of laws. The Commercial Code of Switzerland shall not apply. The place of dispute shall be the registered office of zub machine control AG in Zurich, Switzerland.
addition, the Purchaser shall already now irrevocably waive any possible defence of limitation for such a case and zub shall accept such waiver. Furthermore, zub shall be entitled at its own discretion to terminate the business relationship completely or in parts without notice and to claim damages.

5.7 The Purchaser may claim offsetting, leni and rights of retention only in respect of uncontested or legally ascertained counterclaims.

5.8 zub shall be entitled to claim from the Purchaser compensation for all costs in connection with the tracking of any defects and malfunctions notified by the Purchaser if they cannot be found or reproduced by zub.

6. Period of delivery; default
6.1 An agreed period of delivery shall start only when a written order has been received by zub and is available for reference with regard to which all technical and commercial aspects have been clarified, all significant technical matters have been finally clarified, supply parts have been made available in an impeccable and timely manner and all official formalities such as, for example, import, export, transit and payment permits have been obtained and/or met. zub shall be entitled to effect partial Supplies and to make excess or short Supplies within a scope of up to 10%, but at least three pieces.

6.2 If a delay is not exclusively at the fault of zub, the periods shall be extended reasonably but at least by the duration of the delay. This shall apply in particular, but not exhaustively, if (a) zub does not receive information, approvals and releases which are needed for fulfilling the contract in good time; (b) the Purchaser or third parties involved by the Purchaser is/are in arrears with the work to be performed by them or with the performance of contractual duties, in particular if the Purchaser does not comply with the terms of payment; (c) if zub itself is not supplied by its suppliers in good time or is supplied improperly.

6.3 Exceeding a date of delivery shall not entitle the Purchaser to annul its order. Any liability in connection with an excess of the period of delivery shall be excluded.

7. Passing of the risk
7.1 The risk shall pass to the Purchaser when the Supply is set aside and made available. On request of the Purchaser, zub shall arrange for the transport. The transport (including loading) shall take place at the risk and expense of the Purchaser. Type, route and carrier may be chosen by zub at its own discretion unless the Purchaser expresses special requests in good time. Complaints in connection with the transport must be addressed by the Purchaser to the most recent freight carrier immediately upon receipt of the Supply. zub shall insure the Supplies against the usual transport risks on request and at the expense of the Purchaser in accordance with the Purchaser's instructions.

7.2 If due to a separate differing agreement the risk passes in a manner other than the one described in clause 7.1 sentence 1 above and if the passing of the risk is delayed for reasons not exclusively the fault of zub or if the Purchaser is in default of acceptance, the risk shall pass to the Purchaser in accordance with clause 7.1 sentence 1 above. Starting with the occurrence of the delay, the Supply shall be stored for account and at the risk of the Purchaser. zub shall be entitled, but not obliged, to insure the Supply stored at the expense of the Purchaser. The Purchaser shall only have a claim to the Supply when the Purchaser has reimbursed all expenditures, costs and fees in connection with its storage and possible insurances to zub and has paid a reasonable compensation for the associated expenses.

7.3 If events within the meaning of clause 7.2 above significantly change the economic meaning or the content of a delivery or negatively affect the operations of zub, zub shall be entitled to withdraw from the contract and to claim damages.

8. Inspection
The Purchaser to inspect supplies within 7 (seven) days at the latest after goods receipt and to notify possible defects, if any, to zub immediately in writing. If the Purchaser fails to do so, the Supply shall be deemed to be approved as being free from defects, subject to the proviso of possible hidden defects.

9. Industrial property rights and copyrights, defects in title
9.1 All intellectual property rights (“property rights”) of zub and/or third parties shall remain reserved. On request, documents including all copies on whatever medium must be returned to zub immediately.

9.2 Deliveries carried out by zub in compliance with information, sketches, drawings, samples, matrices or other documents of the Purchaser shall be carried out at the sole risk of the Purchaser with regard to possible property rights (such as for example patent, design, trade mark, semiconductor topography rights and copyrights). If property rights of third parties are infringed because of the execution of such Supplies, zub shall not be liable for the infringement and the resulting claims of third parties and shall be authorised to discontinue the execution of the Supply without further ado. The Purchaser shall bear any damage resulting from the infringement of property rights of third parties and shall indemnify zub completely and on first request.

10. Force majeure
In cases of force majeure, the force majeure clause of the International Chamber of Commerce (ICC), Paris (INCOTERMS) in the version applicable upon conclusion of the contract shall apply.

11. Compliance with legal provisions
The Purchaser undertakes to comply with the wording and intention of all legal provisions and regulations in all countries where its company operates. In addition, zub expects upright and socially responsible business conduct on the part of the Purchaser.

12. Changes and additions
Changes of these “General Terms and Conditions” including this clause 12 and all side agreements must be made in writing.

13. Severability clause
If individual provisions of these “General Terms and Conditions” finally prove to be legally void or unenforceable for legal reasons, the validity of the rest of these “General Terms and Conditions” shall not be affected. In such a case the Parties shall reach an agreement which replaces the provision in question by such effective provision which in economic terms is equivalent to the original provision as far as possible and they shall submit to such provision.

14. INCOTERMS
Unless otherwise expressly agreed by the Parties, all commercial terms in connection with the agreements between the Parties shall be interpreted in accordance with the International Commercial Terms defined by the International Chamber of Commerce (ICC), Paris (INCOTERMS) in the version applicable upon conclusion of the contract.

15. Applicable laws
All agreements between the Parties shall be governed by Swiss law, without any reference to the conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

16. Place of jurisdiction
For the resolution of all disputes under or relating to this contract, the Parties shall submit to the jurisdiction of the courts having jurisdiction for Zurich / Switzerland.